

REMARKS

Claims 1-6 and 8-30 remain pending in the application. Reconsideration and allowance of the pending claims is requested in light of the following remarks.

Claim Rejections – 35 USC § 102

Claims 8, 11-13, 20 and 23-25 stand rejected under 35 USC 102(e) as being anticipated by U.S. Pat. No. 6,898,181 to Rasanen (“Rasanen”). The applicant respectfully disagrees. In order to anticipate these claims, Rasanen must show the identical invention in as complete detail as contained in the claim. MPEP 2131.

Claim 8 recites “receiving an in-band indication of compression renegotiation at a first network device.” See Specification, page 20, lines 25-29, page 22, lines 4-6, and lines 21-23. Claims 11, 20 and 23 recite similar features as claim 8.

Rasanen does not teach receiving an in-band indication of compression renegotiation as claimed. On the contrary, Rasanen teaches compression negotiation during a disconnected mode in which no data can be transmitted. Rasanen discloses, and as shown in FIG. 4, after the data compression has been negotiated from end to end, the control function 407 guides the switches S1 and S2 to position I, where the data compression unit 406 is bypassed (step 514 of FIG. 5). The RLP and V.120 links are thereafter set in the transmission mode (step 515 of FIG. 5), in which the compressed data can be transmitted between the RLP and the V.120 protocol (between the units 404 and 401 of FIG. 4). See Rasanen, Col. 11, lines 25-33, and Col. 10, lines 45-48. In other words, Rasanen teaches an *out-of-band* compression negotiation, in which data compression is negotiated end-to-end before the data transmission mode, not in-band with data transmission.

The OA responds at page 15 that “XID frames are in-band signal[s] which reads on claim language as presented,” referring to column 14, lines 51-58 of Rasanen. To the contrary, column 14, lines 64-65 states, referring to the previously discussed receipt of the XID frames, “[t]he data compression has thus been negotiated from end to end.” After the data compression is negotiated from end to end, the switches and data compression units are set to transmission mode (column 14, line 66 to column 15, line 2). Thus, this only reinforces the applicant’s position that Rasanen teaches an *out-of-band* compression negotiation, in which data compression is negotiated end-to-end before the data transmission mode, not in-band with data transmission.

Claim 8 further recites “monitoring message traffic for in-band compression renegotiation messages during periods of compatible compression and decompression parameters.” Claims 11, 20, and 23 recite similar features as claim 8.

Rasanen does not teach monitoring message traffic for in-band compression renegotiation messages during periods of compatible compression and decompression parameters. The relevant paragraphs of Rasanen cited in the OA merely describe performing end-to-end data compression negotiations to choose common data compression parameter values between the MS and the ISDN terminal equipment. Only after common data compression parameter values are chosen, that is after the data compression has been negotiated end-to-end, the RLP and V.120 links are set in the transmission mode (step 515) to transmit the compressed data between the RLP and the V.120 protocol (between the units 404 and 401). *See* Rasanen, Col. 11, lines 25-33, and Col. 10, lines 45-48. Thus, Rasanen at most teaches monitoring message traffic *before* periods of compatible data compression parameters and during the negotiation of end-to-end compression parameters, not “during periods of compatible compression and decompression parameters.”

As discussed above, Rasanen does not teach in-band negotiation at all. That is, Rasanen does not teach transmitting in-band negotiation messages. Consequently, Rasanen is incapable of “monitoring message traffic for in-band compression renegotiation messages.” The OA responds at page 15 that “the control function (monitoring processor) monitors if it receives an XID frame (in-band) from the PSTN modem.” However, this statement depends on the faulty assumption that XID frames are in-band compression renegotiation messages. As was explained above, Rasanen’s XID frames are used to negotiate the data compression end to end. Only after the data compression has been negotiated end to end does the transmission mode begin. So, while Rasanen may monitor for out-of-band negotiation messages, it does not monitor message traffic for in-band compression renegotiation messages as required by claim 8.

For at least the above reasons, Rasanen fails to anticipate claims 8, 11, 20, and 23 because it does not show the identical invention in as complete detail as contained in the claims. Rasanen fails to anticipate claims 12-13 and 24-25 at least because these claims inherently contain the features of claims 11 or 23.

Claim Rejections – 35 USC § 103

Claims 1-3, 6, 16-19, and 26-29 stand rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of U.S. Pat. No. 7,203,226 to Rabipour et al. (“Rabipour”). The applicant respectfully disagrees.

The Supreme Court has identified a number of rationales to support a conclusion of obviousness that are consistent with the proper “functional approach” to the determination of obviousness as laid down in *Graham*. MPEP 2143, citing KSR International Co. v. Teleflex Inc., 550 U.S. ___, ___ 35 USPQ2d 1385, 1395-1397 (2007). The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. MPEP 2143. The Supreme Court in *KSR* noted that the analysis supporting a rejection under 35 U.S.C. 103 should be made explicit. MPEP 2143.

The rationale provided by the OA at pages 5-6 for supporting the conclusion of obviousness for claims 1 appears most closely akin to the *KSR* rationale of combining prior art elements according to known methods to yield predictable results. MPEP 2143(A). To reject a claim under this rationale, the examiner must articulate several findings, one of which includes the finding that the prior art included each element claimed. MPEP 2143(A). If this finding cannot be made, then this rationale cannot be used to support a conclusion that the claim would have been obvious to one of ordinary skill in the art. MPEP 2143(A).

Claim 1 recites “a transcompression element to route *in-band* compression renegotiation messages and to transmit *in-band* renegotiation indication messages between the first and second networks.” As discussed above for claim 8, Rasanen fails to disclose this feature, and Rabipour does not cure the deficiencies of Rasanen. Consequently, the finding that the prior art included each element claimed cannot be made, and the rationale provided in the OA does not support a conclusion that claim 1 is obvious to one of ordinary skill in the art. MPEP 2143(A).

Furthermore, claim 1 also recites “a first port to allow the network device to communicate with a first network, the first network being a circuit-switched network” and “a second port to allow the network device to communicate with a second network, the second network being a packet-switched network.” Although the OA alleges at page 5 that Rasanen teaches a second port to allow the network device to communicate with a second network, it is nonetheless recognized at page 6 that Rasanen fails to teach that the second port is capable of allowing the network device to communicate with a packet-switched network.

The OA at page 6 identifies Rabipour's FIG. 2 as teaching a second port that is capable of allowing the network device to communicate with a packet-switched network. Rabipour's FIG. 2 shows two gateways 904, 908 communicating over a connection 906, which may be a packet switched connection, a circuit switched connection, or a combination of both packet-switched and circuit-switched connections (column 4, lines 52-65). According to the OA, the objective reason for combining Rasanen's teachings with Rabipour's are evidently because "Rabipour's invention ... allows data to be transmitted in a compressed format between systems having incompatible codecs," as mentioned at column 3, lines 3-5.

While Rabipour's invention, *in its entirety*, may have this capability, Rabipour makes it clear that the connection 906 (which may be packet-switched) has nothing to do with the ability of Rabipour to translate between incompatible codecs. See, e.g., column 4, lines 58-69: "[t]he gateway 904 transmits the data *without conversion* over a connection 906 ... to a gateway 908 (emphasis added). Rabipour explains that the translation capability between incompatible codecs is provided by the control entity 910 of the gateway 908 (column 4, line 66 to column 5, line 10), not by the connection 906. It would appear that Rasanen's second port is just as capable of transmitting compressed data (albeit over a PSTN/ISDN network) as Rabipour's second port is capable of transmitting compressed data (over the connection 906). Consequently, an objective reason for modifying Rasanen's second port with the capability of Rabipour's second port has not been provided by the OA, and a *prima facie* case of obviousness is not established. MPEP 2143.01(IV).

Dependent claims 3, 6, and 16 are allowable at least because any claim that depends from a nonobvious independent claim is also nonobvious. MPEP 2143.03.

Further regarding claim 16, the claim recites "monitoring message traffic further comprising monitoring simple packet relay transport (SPRT) messages between gateways in a packet-switched network." As it is commonly known in the art, SPRT is a simple packet based protocol layered on UDP/IP (underline added), which provides reliable in-sequence delivery of data across the IP network. On the other hand, Rasanen's FIG. 5 teaches that the unit 404 runs an RLP (radio link protocol) with the MS (mobile state) and the unit 401 runs a V.120 protocol with the ISDN terminal equipment, and thus the compressed data is transmitted between the RLP protocol and the V.120 protocol. See Rasanen, Col. 11, lines 30-33.

In other words, Rasanen is not directed to data transmissions in a packet-switched network. As such, Rasanen cannot use packet based protocol (e.g., SPRT) to transmit data. Consequently, Rasanen cannot monitor SPRT messages between gateways in a packet-switched network as claimed.

The OA at page 8 acknowledges that Rasanen fails to disclose a packet switch network as claimed, but again alleges, similar to claim 1, that it would be obvious to combine Rabipour's connection 906 (which may be a packet switched connection) with the teachings of Rasanen to arrive at the claimed features. Even if the modification is made as suggested and a packet switched network is used between the gateways described by Rasanen, claim 16 does not merely recite monitoring messages between gateways in a packet-switched network, but "monitoring *SPRT messages* between gateways in a packet-switched network" (emphasis added). Rabipour fails to mention SPRT messages, much less disclose the monitoring of them.

For this additional reason, the finding that the prior art included all claimed elements of claim 16 cannot be made, and the rationale found in the OA is insufficient to support a conclusion of obviousness. MPEP 2143(A).

Independent claim 17 recites "including an in-band renegotiation capability advertisement in the connect message." Similarly, independent claim 26 recites "include an in-band renegotiation capability advertisement." As was explained above for claim 1, Rasanen does not possess an in-band renegotiation capability. Thus, it is impossible for Rasanen to include an in-band renegotiation capability advertisement as recited in claims 17 and 26. Rabipour fails to cure this deficiency of Rasanen.

For at least the above reason, the finding that the prior art included all claimed elements of claims 17 and 26 cannot be made. Consequently, the rationale provided in the OA does not support a conclusion of obviousness for these claims. MPEP 2143(A). Claims 18 and 19 are allowable at least because any claim that depends from a nonobvious independent claim is also nonobvious.

Claim 27 recites "a means for receiving in-band compression renegotiation messages and to transmit renegotiation confirmation messages" and "a means for monitoring message traffic for in-band compression renegotiation messages during periods of compatible compression and decompression parameters." For the reasons that were given above for similar features recited in claims 1 and 8, neither Rasanen nor Rabipour disclose these features. For at least these reasons,

the finding that the prior art included all claimed elements of claim 27 cannot be made, and the rationale found in the OA is insufficient to support a conclusion of obviousness. MPEP 2143(A). Claims 28 and 29 are allowable at least because any claim that depends from a nonobvious independent claim is also nonobvious.

Claims 4 and 30 stand rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of ITU-T V.150.1. ("V.150.1"). The applicant respectfully disagrees. These claims are allowable at least because any claim that depends from a nonobvious independent claim is also nonobvious.

Claims 5, 9-10, 14-15 and 21-22 stand rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of ITU-T Recommendation V.44 ("V.44"). The applicant respectfully disagrees. These claims are allowable at least because any claim that depends from a nonobvious independent claim is also nonobvious.

Conclusion

For the foregoing reasons, reconsideration and allowance of the pending claims is requested. Please telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Todd J. Iverson", is written over a horizontal line.

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